



1646

PATENT  
Attorney Docket **061567-5001**

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re Application of: **Andrew Howard *et al.*** )  
 )  
Application No. **09/914,106** ✓ )  
 )  
Filed: **August 23, 2001** )  
 )  
For: **G Protein-Coupled Receptor Resembling-** )  
 **Galanin Receptors** )

Group Art Unit: **Not Assigned**

Examiner: **Not Assigned**

U.S. Patent and Trademark Office  
2011 South Clark Place  
Customer Window  
Crystal Plaza Two, Lobby, Room 1B03  
Arlington, VA 22202

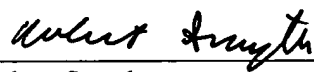
**SUBMISSION OF REVOCATION OF POWER OF ATTORNEY**  
**AND GRANT OF NEW POWER OF ATTORNEY**

Enclosed is a Revocation of Original Power of Attorney and Grant of New Power of Attorney by the Assignee. Please change the Attorney Docket Number for this application to 061567-5001.

Also enclosed is a Change of Correspondence Address. Please associate this application with Customer Number 009629.

Dated: **May 7, 2004**  
Morgan, Lewis & Bockius LLP  
Customer No. **09629**  
1111 Pennsylvania Avenue, N.W.  
Washington, D.C. 20004  
202-739-3000

Respectfully submitted,  
**Morgan, Lewis & Bockius LLP**

  
\_\_\_\_\_  
Robert Smyth  
Registration No. 50,801



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Attorney Docket **061567-5001**

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For: **G Protein-Coupled Receptor Resembling-** )  
 **Galanin Receptors** )

Commissioner for Patents  
Washington, D.C. 20231

**REVOCATION OF ORIGINAL POWER OF ATTORNEY**  
**AND GRANT OF NEW POWER OF ATTORNEY**

Assignee hereby revokes the previous Power of Attorney in the application serial number shown below to Merck & Co., Inc. and hereby grants their power of attorney to the registered practitioners of Morgan, Lewis & Bockius LLP included in the Customer Number provided below to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith, and direct that all correspondence be addressed to that Customer Number.

**Customer Number: 009629**

Please direct all telephone inquiries to:

**Robert Smyth, Ph.D.**  
**Morgan, Lewis & Bockius LLP**  
**1111 Pennsylvania Avenue, N.W.**  
**Washington, D.C. 20004**  
**202-739-5870**

<u>New Attorney Docket</u>	<u>Serial No.</u>	<u>Date Filed</u>	<u>Reel/Frame</u>
061567-5001	09/914,106	August 23, 2001	Attached



**CERTIFICATE UNDER 37 C.F.R. 3.73(b)**

**Brian O'Dowd and Susan George** certify that they are the Assignees of the entire right, title and interest in the patent application identified.

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

*Brian Dowd*

**Brian O'Dowd**

Date: MAY 4<sup>th</sup>, 2004

*Susan George*

**Susan George**

Date: May 4<sup>th</sup>, 2004

**Research Study Agreement Addendum**  
(“Addendum”)

between

**Merck & Co., Inc., Merck Frosst Canada, Inc.**  
(collectively “Merck”)

and

**The Governing Council of the University of Toronto**  
(the “University”)

and

**Professor Brian O’Dowd**  
(“O’Dowd”)

and

**Professor Susan George**  
(“George”)  
(O’Dowd and George collectively the “Researchers”)

This Addendum relates to a Research Study Agreement entered into between Merck and the University in June, 1997 (the “Agreement”) governing a Medical Research Council/Pharmaceutical Manufacturers Association of Canada (MRC/PMAC) research grant for a project entitled “Identification and characterization of novel human GPCR genes” (the “Project”) to be conducted by the Researchers.

WHEREAS the Researchers have made certain discoveries and inventions in the course of carrying out the Project (“Intellectual Property”);

WHEREAS certain patent applications have been filed to protect certain of the said Intellectual Property;

WHEREAS one of the said patent applications is Patent Cooperation Treaty application number PCT/US2000/004416, filed on February 22, 2000 taking priority from US application number 60/121,651 filed on February 24, 1999 entitled “G Protein-Coupled Receptor Resembling Galanin Receptors” (which, together with all counterpart applications is referred to as the “Patent”);

WHEREAS in accordance with the University’s Inventions Policy, the Researchers requested and were granted the University’s share of ownership in the Patent and its related know-how (collectively, the “Invention”) subject to the Agreement, in an assignment agreement made effective June 2, 2002 (the “University Assignment”);

WHEREAS the Patent names the following inventors: O’Dowd, George, Andrew Howard (“Howard”) and Gary O’Neill (“O’Neill”) (Howard and O’Neill);

WHEREAS the Patent names the following as Owners and Applicants: O’Dowd, George, Merck & Co., Inc. and Merck Frosst Canada & Co.;

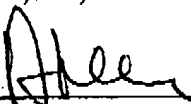
WHEREAS the parties hereto wish to set out their respective rights and obligations associated with the Invention; and,

NOW THEREFORE in consideration for the mutual promises, representations, covenants and agreements of the parties and for other good and valuable consideration, the parties do hereby acknowledge and agree as follows:


1. Under the Agreement, the Invention is owned in accordance with United States patent law, by the inventing party or parties. Merck hereby acknowledges the Researchers' joint ownership of the Invention with Merck as a consequence of the University Assignment. Merck further hereby assigns all of its ownership, rights and interests in the Invention, whatever the same may be, to the Researchers (the "Merck Assignment"). As sole consideration for the Merck Assignment, the Researchers hereby grant to Merck and its Affiliates (as defined in the Agreement) a non-exclusive, perpetual, royalty-free license (the "Merck License") to use the Invention for internal research purposes.
2. For greater certainty, except as specifically granted herein, Merck hereby waives any other rights with respect to this Invention only that may have been granted, contemplated or set out in the Agreement, including without limitation, the right to negotiate an exclusive, worldwide, sublicensable license to the Invention.
3. Merck hereby releases the University and the Researchers from the obligations of confidentiality and non-use as set out in Section 4 of the Agreement, with respect to information regarding the Invention. Accordingly, the University and the Researchers shall be free to disclose information relating to the Invention to third parties without consent from Merck.
4. Save and except for the right to enforce the terms of this Addendum and the Agreement, Merck releases the Researchers and the University from any and all claims that Merck may now have or may in future have in respect of the Invention except that the Researchers shall be obliged to protect the Merck License by specifically disclosing it in any third party agreements the Researchers may enter into with respect to the Invention.
5. Notwithstanding the above waiver and release, Merck shall cover all expenses related to Patent actions prior to the effective date of this Addendum ("Prior Patent Expenses"), shall indemnify the Researchers from any liability for Prior Patent Expenses, and shall provide reasonable assistance and execute all such documents required to give effect to the terms of this Addendum.
6. The Researchers hereby assume all rights and responsibilities with respect to future patent filing, prosecution and maintenance decisions relating to the Invention including responsibility for any and all decisions and related expenses incurred by them or in accordance with their instructions, from the effective date of this Addendum. The Researchers shall be free to abandon the Patent as they deem appropriate, without further accounting to Merck.
7. Merck hereby agrees to take all action and provide the Researchers with all such information as is necessary to transfer ownership of the Invention and responsibility for the Patent filing, prosecution and maintenance and agrees to cooperate in providing the Researchers with such information, documents and signatures as may be necessary to allow the Researchers to have the full benefit of the Invention. Such information shall include, but shall not be limited to, matters relating to any current or anticipated disputes, actions or prosecutions.
8. Notwithstanding anything in this Addendum, the Agreement remains in full force with respect to all other Intellectual Property and/or patents arising from the Project.

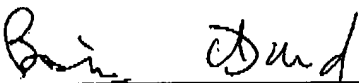
IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall be made effective on the last date of the signatures below:

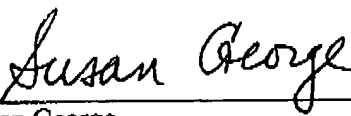
Merck & Co., Inc.,

  
\_\_\_\_\_  
Name: ANTHONY W FORD-HUTCHINSON, PH.D  
Title: Executive Vice President  
Date: Worldwide Basic Research  
DECEMBER 19, 2003

The Governing Council of the University of Toronto

  
\_\_\_\_\_  
Name:  
Title: Peter B. Munsche  
Date: Assistant Vice-President  
Technology Transfer  
University of Toronto JAN 07 2004

  
\_\_\_\_\_  
Brian O'Dowd

  
\_\_\_\_\_  
Susan George